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The Solicitors' Journal and Weekly Reporter.

LONDON, SEPTEMBER 4, 1909.

* * The Editor cannot undertake to return rejected contributions, and
copies should be kept of all articles sent by writers who are not on
the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name
of the writer.

Contents.

CURRENT TOPICS	767	LEGAL NEWS	771
RIGHTS OF PERSONS IN POSSESSION ..	769	WINDING-UP NOTICES	772
REVIEWS	769	CREDITORS' NOTICES	772
NEW ORDERS, &c.	770	BANKRUPTCY NOTICES	773

Case Reported this Week.

Hambrough, Re, Hambrough v. Hambrough 770

Current Topics.

The New R.S.C.

WE PRINT elsewhere the new Rules of the Supreme Court, the draft of which was published in July (*ante*, p. 670). Substantially the rules as finally issued are the same as in the draft, but a change has been made in the draft rule 8A of order 11, so as expressly to require the direction of the court or a judge for the service of any summons, order, or notice on any party or person in a foreign country. When this direction has been given, then the service will be effected in the same manner as service of notice of a writ of summons under ord. 11, r. 8. Rule 8 was introduced in 1903, and only operates as regards foreign countries to which it is by order of the Lord Chancellor from time to time applied. It was applied to Germany by order of the 4th of July, 1904, and to Russia by order of the 21st of March, 1906. The other new rules relate to claims in the King's Bench Division to money or damages on behalf of an infant or person of unsound mind not so found (ord. 22, r. 15), and to interlocutory business in the same division (ord. 54, r. 31). Where practicable, interlocutory proceedings in an action, after the mode and place of trial have been fixed, are, if the interlocutory judge so directs, to be dealt with by the judge who may be expected to try the action; otherwise they will be dealt with by the interlocutory judge.

County Court Business in 1908.

THE COUNTY COURT Statistics for 1908 which have just been issued shew the great preponderance of small business which is still the leading feature of this tribunal. The plaintiffs entered in that year for sums not exceeding £20 were 1,288,872; up to £50 the number was 13,207; up to £100, 2,570; and above £100, 536. These figures are exclusive of those for the City of London Court. Actions determined with a jury were 824 in number, and those without a jury 869,239. In 7,443 cases the judgment was for the defendant, and there were 1,605 non-suits; but, in general, judgment was given for the plaintiff either on the hearing, or by consent or admission, or by default. The statistics as to enforcement of judgments are interesting. The judgment summonses issued were 372,983, of which 235,491 were heard; warrants of commitment were 138,626, and on these 9,141 debtors were imprisoned. There were 343,662 executions against goods, and 3,917 resulted in a sale. These figures are taken from the general summary in Table I. Subsequent tables give statistics of the proceedings in each county court, and, in particular, figures are given which shew by the proceedings subsequent to arrest whether this produces payment, or whether the debtor goes to prison for a part or the whole of the term. Thus in Circuit 1 (Newcastle-upon-Tyne, &c.) of 152 debtors

arrested, 116 paid at once, 26 paid before the expiration of the term, and only 10 served the full term. This may be used as an argument for imprisonment; on the other hand, it has been characterized as a means of compelling the debtor's friends to pay his debts.

Contracts with Local Authorities.

TWO MATTERS of considerable importance with respect to contracts with local authorities were raised in a paper read at the recent annual conference at Ilkley of the Association of Urban District Councils by Mr. W. P. HARDING, the clerk to the Wood Green Urban District Council. The first related to the arbitration clause frequently inserted in contracts under which matters in dispute are left to the arbitration of the surveyor or other officer of the local authority. It appears to be anomalous that the agent of one of the parties should be eligible as arbitrator, and it might have been expected that the courts would have refused to recognize the validity of such a provision. But this course has not been taken, and the parties are held bound by this term of the contract, unless the arbitrator has disqualified himself by intimating before the arbitration that he has taken a view adverse to the other party and that his mind is not open to argument: *Jackson v. Barry Railway Co.* (1893, 1 Ch. 238). In the above paper Mr. HARDING urged the objections to an arbitration in which an agent of one party, who may himself be interested in the result, is the arbitrator, and proposed a resolution in favour of discontinuing references to the architect or surveyor of the local authority, and of substituting an independent arbitrator. The resolution was lost, the voting being 105 for and 111 against; but, considering how convenient the clause in question is for the local authority, it is, perhaps, satisfactory that so large a vote in favour of the resolution was obtained. It should be possible for contractors, with such a backing among the district councils, to get rid of the obnoxious clause. The other point raised by Mr. HARDING referred to the procuring of security for the due performance of contracts in accordance with section 174 (4) of the Public Health Act, 1874. The most satisfactory form of security is the guarantee bond of a substantial insurance company, and a resolution deprecating the practice of obtaining personal sureties, and substituting such a guarantee bond, was unanimously passed by the conference.

The Crown in Australia.

SO FAR as Australian statutes are concerned, the rule that the Crown is not bound by a statute unless expressly mentioned will not continue to hold good in the same way as in the United Kingdom. The stringency of this rule, indeed, must sooner or later have been relaxed in a community where the Crown owns all the railways, and competes with private enterprise in many other undertakings. In *Attorney-General for New South Wales v. Collector of Customs for New South Wales* (1909, A. C. 345), special leave to appeal from the High Court of Australia to the Privy Council was asked. The question to be raised was whether the Crown, as head of the New South Wales State Government, was liable to pay duty on imported goods under the provisions of a Commonwealth Act—the Customs Act, 1901. The High Court of Australia had held that the Crown, as head of the Commonwealth Government, was not bound by a Commonwealth statute unless expressly named, but that this did not apply to the Crown as head of the State Government, and accordingly that the Crown, as head of the New South Wales Government, was liable to pay duties on imported goods when those duties were imposed by a Commonwealth statute. The Judicial Committee refused leave to appeal, solely on the ground that the case came within the 74th section of the Commonwealth of Australia Constitution Act. This is the enactment which provides that no appeal from a decision of the High Court of Australia (unless by leave of the High Court itself) lies on questions as to the constitutional powers of the Commonwealth and States *inter se*. In *Webb v. Outrim* (1907, A. C. 81) the Judicial Committee did, as a matter of fact, review a decision of the High Court on a constitutional question between the Commonwealth and a State, and the High Court has refused to admit that the judgment of the Judicial Com-

mittee has any binding effect in Australia. The appeal in *Webb v. Outrim*, however, was in form an appeal from a State court. The present case seems to be the first case in which leave to appeal has been refused on the ground that the right to appeal is excluded by section 74 of the Constitution.

Forfeiture by Charging Income.

THE DECISION of NEVILLE, J., in *Re Mair* (1909, 2 Ch. 280) depends, perhaps, upon a more benevolent construction of a clause of forfeiture of income than has been sometimes adopted. Under the will of a testator, his daughter, a married woman, was entitled to income for her life "unless and until some event shall have happened or shall happen whereby if the same income belonged absolutely to her she would be deprived of the personal enjoyment thereof or of any part thereof." A judgment creditor of the daughter for £245 levied execution on her goods, and the execution was withdrawn upon her paying £100, and arranging with the trustees of the will for payment of the balance out of the next income accruing due unless previously paid. The debtor wrote a letter to the trustees directing payment out of the income accordingly. Had the judgment creditor been no party to the arrangement, the direction would have been a mere revocable mandate, and would have created no charge on the income. But under the circumstances it seems difficult to resist the conclusion that a charge was created. The balance of the debt was, in fact, paid before the income fell due, and the letter was cancelled. In *Re Baker* (1904, 1 Ch. 157) it was held that the cancelling of a charge before anything was payable in respect of the income charged did not avoid the forfeiture. "What I have to ascertain," said BUCKLEY, J., in that case, "is whether there was a moment of time at which [the life tenant] gave someone a right to receive part of his share. He did give such a right to the mortgagees. That the persons to whom the right was given released it has no bearing on the question." In the present case there was actual payment of the sum due, but it is not clear that this would have taken it out of the *ratio decidendi* in *Re Baker*. Forfeiture clauses, however, may sometimes have a very harsh effect, and NEVILLE, J., on the wording of the present clause, which did not contain the usual reference to charging the income, saw his way to avoiding its operation. "The lady has not in fact been deprived of any part of the income, nor would she have been so deprived if she had been the absolute owner thereof. I hold, therefore, that there has been no forfeiture."

Bankers and Stockbrokers.

THE DECISION of the Court of Appeal in the recent case of *Cuthbert v. Roberts, Lubbock, & Co.* (1909, 2 Ch. 226) is important in reference to the extent to which bankers, in making advances to a stockbroker, are entitled to rely on securities deposited by the stockbroker, but belonging to his customer. It is clear that when the bankers have notice that a dealing with securities is beyond the scope of the customer's authority they are not entitled to retain them except so far as they have been properly dealt with under that authority: *Earl of Sheffield v. London Joint Stock Bank* (13 App. Cas. 333), though it is otherwise if the securities are negotiable, and the bankers have no reason to suspect that the broker is not entitled to deal with them: *London Joint Stock Bank v. Simmons* (1892, A. C. 201). Moreover, it was settled by *Hambro v. Burnand* (1904, 2 K.B. 10) that if an agent in fact acts within the terms of a written authority, the principal cannot repudiate the transaction because the agent acted in his own interests and not in those of his principal, notwithstanding that the existence of the written authority was not known to the other party. "It would," said COLLINS, M.R., in that case, "be impossible, as it seems to me, for the business of a mercantile community to be carried on, if a person dealing with an agent was bound to go behind the authority of the agent in each case and inquire whether his motives did or did not involve the application of the authority for his own private purposes." The present case of *Cuthbert v. Roberts, Lubbock, & Co.* (*supra*) presented a variation on the above, for the amount claimed by the defendant bankers, as being secured by the plaintiff's securities lodged with the bankers by a stockbroker who was their customer, was not beyond the amount which the stockbroker was authorized by the

plaintiff was to could not debted the stock to £1,3 of other was held liability to retain broker action.

Ri WHEN Lands frequen either original 1845, p thereof thereto be deen contrar course, term o simple. expired reversio ported rise to existen paid to term ha termor more t (1) 7 (1891, in 1578 the Ro 1865— sons in treated The am paid in by any possess to have refused that th session of the or his possess Appeal date of GEDYE the cor D. 323 (referre the dec be revie (2) T the ta Ch. 931 created nine per The per term an any rev 1895 on entitled land wa

plaintiff to raise. The bankers, however, were aware that the sum was to be raised for a specific purpose, and it was held that they could not hold the securities as cover for the stockbroker's indebtedness on his general account. Under the plaintiff's authority the stockbroker arranged for an overdraft—that is, a loan—up to £1,350 on shares of the plaintiff to be applied in the purchase of other shares. A loan of £250 was obtained on this security. It was held that this amount represented the whole of the plaintiff's liability on the security, and that the bankers were not entitled to retain the shares to cover indebtedness of the stockbroker which had not been incurred in reference to this transaction.

Rights of Persons in Possession.

WHEN land is compulsorily taken under the provisions of the Lands Clauses Consolidation Act, 1845, or similar Acts, it has frequently happened that the person in possession as owner is either entitled to a term of years only, or has gained possession originally as an assignee of a term. By section 79 of the Act of 1845, persons "in possession of such lands, as being the owners thereof, or in receipt of the rents of such lands, as being entitled thereto at the time of such lands being purchased or taken, shall be deemed to have been lawfully entitled to such lands, until the contrary be shewn to the satisfaction of the court." This, of course, does not mean that a person in possession under a long term of years is necessarily to be treated as the owner in fee simple. Ordinarily, the termor will receive the value of his unexpired term, and the reversioner will receive the value of his reversion in fee. But there are three cases illustrated in the reported decisions of the courts which deserve notice as having given rise to considerable difficulty: (1) Where the term is still in existence, but has only a few years to run and no rent is being paid to anyone recognized as the reversioner; (2) where the term has expired less than twelve years ago, and the *cicdevant* termor is still in possession; (3) where the term has expired more than twelve years ago, and the termor is still in possession.

(1) This case is illustrated by *Gedye v. Commissioners of Works* (1891, 2 Ch. 630). There a lease for 300 years had been created in 1578, thus expiring in 1878. The land included the site of the Royal Courts of Justice, which was taken compulsorily in 1865—thirteen years before the lease would expire. The persons in possession had paid no rent for years and the land was treated as freehold, there being no claimant to the reversion. The amount representing the value of the freehold reversion was paid into court, and in 1891 (the money being still unclaimed by anyone else) the successor in title to GEDYE, who had been in possession and claimed to be treated as the freeholder, applied to have the money in court paid to him. The application was refused by NORTH, J., and the Court of Appeal, on the ground that the applicant's predecessor in title had never been in possession as freeholder. It was not denied that, but for the accident of the land being required by the Works Commissioners, GEDYE or his successors in title would have eventually gained a title by possession. LINDLEY, L.J., and BOWEN, L.J., in the Court of Appeal, thought that, even if the term had expired before the date of the land being taken compulsorily, the possession of GEDYE would not have entitled him to claim as freeholder, and the correctness of the decision in *Ex parte Chamberlain* (14 Ch. D. 323) was doubted. It is submitted that *Ex parte Chamberlain* (referred to later on) was rightly decided, and that it is possible the decision itself in *Gedye v. Commissioners of Works* may one day be reviewed by the House of Lords.

(2) The second case—where the term has expired shortly before the taking of the land—is illustrated by *Re Harris* (1901, 1 Ch. 931; 1909, W. N. 181). In 1810 a term of 200 years was created to secure the payment of an annuity during the lives of nine persons, the term ceasing on the determination of the annuity. The persons entitled to the annuity took possession under the term and retained all the rents without any claim on the part of any reversioner or other person. The term came to an end in 1895 on the dropping of the last of the nine lives, and the persons entitled to the annuity still remained in possession. In 1900 the land was compulsorily acquired by the London County Council,

and the purchase-money was paid into court. The persons entitled to the annuity petitioned for payment out to them, but JOYCE, J., in 1901, while declining to order payment of the *corpus*, directed the income to be paid to the petitioners until the expiration of twelve years from 1895—the date of the cesser of the term. A petition has again been presented for payment out of the *corpus* to the representatives of the persons who were in possession in 1895. The application was granted by EVE, J., on the authority of *Ex parte Chamberlain* (*supra*).

(3) *Ex parte Chamberlain* itself illustrates the third of the cases referred to. The person in possession had in 1875 purchased the land as freehold, but in fact he only acquired title from a person who held a term that had expired in 1854. In 1878 (twenty-four years afterwards) the land was taken compulsorily, and CHAMBERLAIN (the person in possession) claimed to be paid its value as freehold. BACON, V.C., held that CHAMBERLAIN was entitled to be paid on the footing of his being owner in fee simple. The ground of the decision was expressly stated to be the words of section 79 of the Lands Clauses Consolidation Act, 1845, and nothing was said as to any possible distinction between cases where the term had only just expired, and the present case where twenty-four years had elapsed. The recent decision of EVE, J., in *Re Harris* treats *Ex parte Chamberlain* as decided on the ground that a title had been acquired under the Statutes of Limitation. The same decision also treats the *dicta* in *Gedye v. Commissioners of Works* as unsatisfactory, and it assimilates the case of a termor continuing in possession to the ordinary case of a person acquiring a good title against the true owner by simply taking possession and keeping it for the statutory period. The decision in *Gedye v. Commissioners of Works*, it may be noticed, is opposed to the recognized principles of the compulsory taking of land, since, in effect, it allows the interest of the person in possession to be defeated by the compulsory taking, and it would be satisfactory if the technical ground on which it was decided could be overruled.

Reviews.

THE INDIAN CONTRACT ACT: WITH A COMMENTARY, CRITICAL AND EXPLANATORY. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law, assisted by DINSHAH FARDUNJI MULLA, M.A., LL.B., Advocate, High Court, Bombay. SECOND EDITION. Sweet & Maxwell (Limited); Bombay: Thacker & Co.; N. M. Triparthi & Co.

The Indian Contract Act, in addition to enunciating the general principles of contract, includes the law of sale of goods, of indemnity and guarantee, of bailment, of agency and of partnership. In the present edition of Sir Frederick Pollock's work on the Act, the commentaries on the chapters dealing with sale, agency, and partnership have been enlarged, sale being revised by Mr. J. B. Eames, and agency by Mr. William Bowstead, and throughout the work the decisions of Indian and English courts since the last edition have been incorporated. The work is, of course, primarily for Indian practitioners and students, but the English reader will find abundant matter of interest: for instance, in the definition of fraud contained in section 17, with its exclusion of mere silence, "unless the circumstances are such that, regard being had to them, it is the duty of the person keeping silence to speak, or unless his silence is, in itself, equivalent to speech." This seems to be a neat statement of the doctrine of the English cases. The editor complains that the Act has been allowed to go too long unrevised. Periodic revision should, of course, accompany all codifying law, and the more general the subject the more need of revision; though a codifying statute, well-drawn in the first instance, requires little alteration; such, for example, as the Bills of Exchange Act, 1882, which has only required the single revision made by the Act of 1906 as to the collection of crossed cheques. The English Sale of Goods Act, 1893, and Partnerships Act, 1890, have been added in an Appendix.

In the House of Lords, on the 30th of August, the following Bills were brought up from the Commons and read the first time:—Secretary to the Board of Agriculture and Fisheries Bill, Superannuation Bill, Marine Insurance Gambling Policies Bill, Rule Committee Bill, Metropolitan Ambulances Bill, House Letting and Rating (Scotland) Bill, Assistant Postmaster-General Bill, Workmen's Compensation (Anglo-French Convention) Bill, Colonial Naval Defence Bill, Asylum Officers' Superannuation Bill, and Merchandise Marks (Ireland) Bill.

New Orders, &c.

Rules of the Supreme Court (August), 1909.

ORDER XI. RULE 8A.

1. The Court or a Judge may direct that any summons order or notice shall be served on any party or person in a foreign country, and the procedure prescribed by Order XI, Rule 8, with reference to serving notice of a writ of summons shall apply to the service of any summons order or notice so directed to be served.

ORDER XXII. RULE 15.

2. Rules 15 and 15A are hereby repealed, and the following Rule shall stand in lieu thereof:—

15. In any cause or matter in the King's Bench Division in which money or damages is or are claimed by or on behalf of an infant or a person of unsound mind not so found by inquisition no settlement or compromise or acceptance of money paid into Court, whether before or at or after the trial, shall be valid without the sanction of the Court or a Judge, and no money or damages recovered or awarded in any such cause or matter, whether by settlement or compromise or payment into Court before or at or after the trial, shall be paid to the next friend of the plaintiff or to the plaintiff's solicitor unless the Court or a Judge shall so direct. All money or damages so recovered or awarded shall, unless the Court or a Judge shall otherwise direct, be paid to the Public Trustee and shall, subject to any general or special directions of the Court or a Judge, be held and applied by him, subject to any general or special directions of the Court or a Judge, in such manner as he shall think fit for the maintenance and education or otherwise for the benefit of the plaintiff. The provisions of this Rule shall also apply to all actions in which damages are claimed or awarded or recovered by or on behalf of an infant or person of unsound mind not so found by inquisition under the Fatal Accidents Act (9 & 10 Vict. c. 93). Nothing in this Rule shall prejudice the lien of a solicitor for costs.

ORDER LIV. RULE 31.

3. Rule 31 is hereby repealed and the following Rule shall stand in lieu thereof:—

31. So far as practicable all Judge's summonses and appeals and applications to the Judge taking interlocutory business in an action or matter, after the mode and place of trial have been fixed, shall, if such Judge so directs, be dealt with by the Judge who according to the rota of business in the King's Bench Division and to the circuits announced for the Judges may be expected to try such action or matter. Otherwise such summonses, appeals, and applications shall be dealt with by the Judge for interlocutory business.

ORDER LIV. RULE 32.

4. Rule 32 shall be read as if the words from "and the action" down to "shall direct" were omitted therefrom.

ORDER LIV. RULE 33.

5. Rule 33 shall be read as if the words "so soon as the place and mode of trial are fixed as aforesaid" were omitted therefrom.

ORDER LIV. RULE 36.

6. Rule 36 shall be read as if the words "if such Judge shall be in London or" and the subsequent words "in London or" were omitted therefrom.

7. These Rules, which shall come into operation on the twelfth of October, 1909, may be cited as the Rules of the Supreme Court (August), 1909, and each Rule may be cited separately according to the heading thereof with reference to the Rules of the Supreme Court, 1883.

(Signed) LOREBURN, C.
ALVERSTONE, C.J.
HERBERT H. COZENS-HARDY, M.R.
JOHN C. BIGHAM, P.
ARTHUR R. JELF, J.
R. J. PARKER, J.
CHRISTOPHER JAMES.
WM. H. WINTERBOTHAM,
Pres. Law Soc.

The 25th of August, 1909.

NOTE.—The Lord Chief Justice has issued directions pursuant to Order LIV., Rule 34.

High Court of Justice.

LONG VACATION, 1909.

NOTICE.

During the remainder of the Vacation all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice Neville.

COURT BUSINESS.—Mr. Justice Neville will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 10.30 a.m. on Wednesday in every week for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to judges' papers), are to be left with the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.

—Application may be made in any case of urgency, to the judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Justices Swinfen Eady and Neville will be open for vacation business on Tuesday, Wednesday, Thursday, and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice Neville will sit for the disposal of King's Bench Business in judges' chambers at 10.30 a.m. on Tuesday and, if necessary, also on Thursday in every week.

PROBATE AND DIVORCE.—Summonses will be heard by the registrar, at the Principal Probate Registry, Somerset House, every day during the vacation at 11.30 (Saturdays excepted).

Motions will be heard by the registrar on Wednesdays, the 15th and 29th of September, at the Principal Probate Registry, at 12.30.

Decrees will be made absolute on Wednesdays, the 8th, 22nd, and 29th of September.

All papers for motions and for making decrees absolute are to be left at the Contentions Department, Somerset House, before 2 o'clock on the preceding Friday.

The offices of the Probate and Divorce Registries will be opened at 11 and closed at 3 o'clock, except on Saturdays, when the offices will be opened at 10 and closed at 1 o'clock.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:—

1.—Counsel's certificate of urgency or note of special leave granted by the judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested, when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **HAMBROUGH**. **HAMBROUGH v. HAMBROUGH**. Warrington, J.
28th July.

MORTGAGE—INFANT TENANT IN TAIL IN REMAINDER—MAINTENANCE—ORDER OF COURT—DISENTAILING DEED BY WAY OF MORTGAGE—JURISDICTION.

The court has no power to direct a disentailing deed by way of mortgage of the estate of an infant tenant in tail.

Re **Hamilton** (34 W. R. 203, 31 Ch. D. 291) and **Cadman v. Cadman** (35 W. R. 1, 33 Ch. D. 397) followed in preference to **Re Howarth** (21 W. R. 449, L. R. 8 Ch. 415).

This was an action brought by a tenant in tail in remainder for a declaration (among other things) that certain orders of the court and documents executed thereunder, or in purported pursuance thereof, were not binding on the plaintiff, and ought to be set aside. The first objection taken by the plaintiff was that the court had no jurisdiction to make the orders; and it was on this ground that Warrington, J., finally decided

in his favour. The facts were of considerable complexity, but their effect, so far as is material to this point, was as follows:—John Hambrough, who died in 1863, by his will settled certain estates on his eldest grandson, Dudley Hambrough, for life, with remainder to Dudley's sons successively in tail. There were two of such sons; but the elder died in 1893, and the younger, Albert, an infant defendant in this action, became the first tenant in tail in remainder. Dudley himself died in 1908. Otho Hambrough, another defendant, was a brother of Dudley, and had a life estate in remainder subsequent to the infant defendant's estate tail; and the plaintiff, who was first cousin to Dudley and Otho, had an estate tail subsequent to Otho's life estate. Besides his interest under the will, the infant defendant, like his three sisters, had a charge on the estate for a portion created by his father Dudley in 1892. The further facts of the case are sufficiently set out in the judgment of

WARRINGTON, J.—Subsequently to the death of his eldest son, in 1896, Dudley Hambrough became a bankrupt, and his life estate was vested in trustees; and the consequence was that he had no funds, and there was no income to maintain the infants. Several orders were made in the course of the years 1896, 1897 and 1898, by which it was attempted to provide for the maintenance of the infant tenant in tail; and it is on the effect or no effect of these orders that the questions really turn. The first order which it is material to refer to was made on the 20th of July, 1896, on a summons which merely asked that maintenance might be provided out of the portions fund. The order goes a little further as drawn up, though the Master's note reads, "order in terms of summons." It authorizes the trustees of the portions deed to raise sums for the maintenance of the infant defendant and his two infant sisters by mortgage of their portions—and then comes these words which caused the trouble, "and of the interest of the said Albert in the settled estate of the testator." Now, how the order came to contain a direction to mortgage Albert's interest in the settled estate I do not know. We have the Master's note; we have the form of the summons. Anyhow, there is the order; and it has proved a model for several subsequent orders, and in particular for the order of the 1st of February, 1897, which is in the same proceedings and in the same form. Difficulties were found under the order of the 1st of February in obtaining an advance of the money required, and the infant's advisers applied, by a summons in a new action dated the 9th of July, 1897, for a new and more effectual order, in exactly the terms in which an order was ultimately made. The infant Albert was a plaintiff, and the defendants were the trustees of the portions deed. On that application coming before Romer, J., in chambers, and, as appears on the notes, attended by solicitors only, he made this order of the 26th of July, 1897. (His Lordship read the order, which contained (among other things) a declaration that the infant was a trustee of his interest in the settled estate, directed to be mortgaged by the former orders, within the meaning of the Trustee Act, 1893, s. 30; an order that the protector of the settlement agreeing to concur, the trustees of the portions deed be appointed to convey, and do convey, the said estates to the mortgagees, for all such estate as the infant could, if of full age, with such concurrence convey, discharged, so far as the infant could, if of full age, with such concurrence discharge the estates, from his estate tail and subsequent estates; and a proviso for redemption requiring the reconveyance to be to the uses of the will. His Lordship continued: The judge, therefore, in making that order, obviously desired, while directing a mortgage of the infant's interest, as an estate in fee, to interfere as little as possible with subsequent estates. None of the remaindermen were parties. Subsequent to the order a mortgage, dated the 15th of October, 1897, was executed in pursuance of it. The deed combines a disentailing assurance and a mortgage. So far as its terms are concerned, it follows the directions of the order. It was duly enrolled. Now, the plaintiff's case is that the order and the deed do not bind him: that the order was made without jurisdiction, and that the deed had no more effect than if it had been made by a perfect stranger. For reasons which I will give presently, I think this contention is right. But I must first mention, as a matter of history, one or two further facts. In November, 1897, a further application was made for an order similar to those of July and February, and that order was made. In January, 1898, an application was made to the judge in chambers for an order consequent on that of November, 1897, and exactly corresponding with this order of July, 1897. In this case, as appears from the Master's notes, the summons was attended by counsel and *Re Hamilton and Cadman v. Cadman* were for the first time referred to, and Romer, J., refused to make the order. It is fortunate for several reasons that the mortgages have been paid off under a scheme, and there is therefore no question of the title of the mortgagees. Now, I cannot avoid the conclusion that the order of July, 1897, was made *per incuriam*, the judge's attention not having been called to the two cases in consequence of which he refused to make the second order. In the first place, was there any jurisdiction in this court to make the orders of the 20th of July, 1896, and the 1st of February, 1897, as the result of which the judge purported to make this order? The infant was tenant in tail in remainder. Now, the jurisdiction to charge the real estate of an infant with a sum for his maintenance has been the subject of discussion in three cases at least. The first is *Re Howarth*. James, L.J., left on record the particular grounds on which he was prepared to grant the order. He did not intend, I think, to prejudice the question whether the estate was actually charged except when held by the infant in whose favour the order was made; and the opening sentences of his judgment shew that he had no intention of laying down a general rule. The question was

further discussed in *Re Hamilton and Cadman v. Cadman*, in both of which cases the Court of Appeal held that there was no jurisdiction; and in the latter case all the Lords Justices expressed a doubt, and Lopes, L.J., something more than a doubt, whether *Re Howarth* could be supported in principle. Now, on the authority of these two cases it seems to me I must conclude that the orders of the 20th of July and the 1st of February, so far only as they purported to authorize a mortgage of the infant Albert's interest in the estate, were made without jurisdiction. That being so, what is the effect of the order of July, 1897? The defendant Albert relies on section 30 of the Trustee Act, 1893. He says that the court, having ordered a mortgage of the infant's estate, could appoint persons to convey for the purpose of effecting that mortgage, and could authorize them to mortgage an estate in fee (which, of course, involved disentailing). [His Lordship read the section, and proceeded:] Then section 33 substitutes for a vesting order, in proper cases, an order directing a person to convey. It is under that jurisdiction that the order of July, 1897, purports to be made. But there is no jurisdiction independently of the first two orders for the third order. So far as they purported to authorize a mortgage of the infant Albert's interest in the estate, the orders of July and February were made without jurisdiction; and, that being so, the order of July, 1897, founded as it was on those two orders, was equally made without jurisdiction, and the Trustee Act cannot support it. From the history of the case, it is quite clear that the order was made *per incuriam*. The judge was referred only to *Re Montagu* (44 W. R. 583; 1896, 1 Ch., 549), which was decided under another section of the Trustee Act. The mortgage was made by persons without authority to make it. The matter stands as if it was never made. The proper form of judgment, the interests of the mortgagees not being now in question, is that notwithstanding the order and the mortgage the estates remain limited to the uses of the will, so far as they are now subsisting. I desire to say that I do not pretend to set the order of July, 1897, aside. A memorandum of my order must be endorsed on the enrolled copy of the disentailing deed, as was done in *Hall-Dare v. Hall-Dare* (34 W. R. 82, 31 Ch. D. 251, at p. 260).—COUNSEL, *Cave, K.C.*, and *W. M. Hunt*, for the plaintiff; *Rouden, K.C.*, and *Bovill*, for the infant defendant; *Terrell, K.C.*, and *E. J. Elgood*, for the defendant, Otho Hambrough; *Horman*, for the trustees of the will only; *C. S. Crossman*, for the trustees of the portions deed. SOLICITORS, *Withall & Withall; Lawrence, Graham, & Co.; William A. Crump & Son; Fowler & Co.*

[Reported by H. F. CHITTLE, Barrister-at-Law.]

Legal News.

Changes in Partnerships.

Dissolution.

FRANCIS ERNEST SWANN and WILLIAM JAMES BRADLEY, solicitors (Swann, Bradley, & Co.), 6, East India-avenue, Leadenhall-street, London. Aug. 7. [Gazette, Aug. 27.]

General.

It is notified in the *London Gazette* of the 31st of August that in pursuance of section 1 of the Rules Publication Act, 1893, the Home Secretary proposes, at the expiration of forty days from the publication of the notice, to make orders applying the provisions of section 116 of the Factory and Workshop Act, 1901, with modifications, to:—(a) Bleaching and dyeing works and factories and workshops or parts thereof in which the process of cotton printing is carried on; (b) factories and workshops in which the manufacture of chocolates or sweetmeats, or the manufacture of cartridges, or the manufacture of tobacco is carried on; (c) non-textile factories and workshops or parts thereof in which shipbuilding is carried on.

At Wood Green police-court, on the 31st of August, says the *Times*, charges were heard against sixteen tenants residing in one road at Wood Green in respect of rates due for the first half of the present year. The collector informed the justices that the defendants paid an inclusive rent to the landlord. During the year the property in question had changed hands. The new owner, however, had paid the rates due for the second half-year. The previous landlord had, until this instance, regularly paid the rates; nevertheless, if he discontinued payment the tenants were liable. Thus he (the collector) was in the unfortunate position of having to take action against the occupiers. He was extremely sorry for the tenants, but he was compelled to take the course he had. The justices recommended the tenants to pay the rates, and through one of their number to take out a county court summons against the former owner for recovery of the amount paid for rates in the rent. The collector promised to render every assistance.

A deputation from the Conference of Charity Organization and Kindred Societies, held at Worcester in June, waited, on the 31st of August, upon Mr. Gladstone at the Home Office, say the *Times*, to urge the necessity for early legislation for feeble-minded persons on the lines of the recommendations contained in the report of the Royal Commission on the Care and Control of the Feeble-minded. Mr. Gladstone, in reply, said that the present lunacy law was in many respects very good, but in many respects it was archaic. They had given examples that day

which showed that in many directions the labour and energy entailed by the present system did not give an adequate return, that there were anomalies and deficiencies and reform in organization which ought to be dealt with at the earliest possible date. With that they were in general agreement. There were two main objects present in their minds—first, that many classes of weak-minded people should be included in an amended lunacy law who were now outside the unamended lunacy law; and, secondly, that there should be an organization and concentration of authorities dealing with weak-mindedness in order to produce not only a more uniform system, but a better, a more complete system throughout the country. This was a matter of great difficulty, and its difficulty was in proportion to its scope, which was unfortunately very wide-spreading, and touched the special difficulties connected with the inebriate question and also the general question of criminality—two subjects in themselves very large and very important. They all agreed that early legislation was the only remedy, and the earlier it came the better. It was a matter of great satisfaction that the Lunacy Commissioners themselves, represented there by Dr. Copeland, were in general agreement with the proposals of the Commission. So far as his Department was concerned, he could say that they were ready to do all they could to meet their wishes. The report of the Commission touched them very directly, for crime in relation to weak-mindedness was a problem which constantly vexed their souls. They were painfully aware how entirely inadequate their present system was for treating the subject of crime in its due relation to the question of weak-mindedness as a cause of crime, and they would therefore be only too glad to hasten forward any improvement. He had been in communication with the Lord Chancellor, who was impressed with the supreme importance of this question, and they would confer in the autumn as to immediate action on the best and most practical lines. From what had been said that day he was encouraged to believe that with the existing authoritative agreement and approval of the Royal Commission's proposals, they would be able to make a practical effort next year, and that the Government, in any action it might take on the lines of the report, would have the energetic support and encouragement of those who were best entitled to speak on the question.

The Property Mart.

Result of Sale.

REVERSION, LIFE POLICIES, AND SHARES.

Messrs. H. E. FOSTER & CRAWFORD held their usual Fortnightly Sale (No. 800) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £2,490:—

REVERSION to about £170 16s. 4d.	Sold	£95
POLICIES OF ASSURANCE—		
For £1,000	"	£990
For £1,000	"	£485
TURNER, NOTT, & CO., LTD.—92 £10 Ordinary Shares, fully paid ..	"	£926

Winding-up Notices.

London Gazette.—FRIDAY, AUG. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHARTERED GOLDFIELDS, LTD (IN LIQUIDATION)—Creditors are required, on or before Oct 9, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St. Swinham's, liquidator.

COMPRESSED (WALTON LANE) LTD (IN LIQUIDATION)—Creditors are required, on or before Oct 11, to send their names and addresses, and the particulars of their debts or claims, to Ethelbert Lugg, 138, Leadenhall st., liquidator.

E. A. B. SYNDICATE, LTD.—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their debts or claims, to George Harmer Johnson, 62, New Broad st., liquidator.

FAIRBANKS, LTD.—Petition for winding up, presented Aug 25, directed to be heard at the Court House, Corporation st., Birmingham, Oct 14, at 10.30. Beale & Co, Birmingham, solers to the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 13.

KELSTAN EXPLORATION SYNDICATE, LTD.—Creditors are required, on or before Oct 3, to send their names and addresses, and the particulars of their debts or claims, to Lauritz Christian Christensen, Neville st., Newcastle upon Tyne. Watson & Co, Newcastle upon Tyne, solers to the liquidator.

LAWN HILL SYNDICATE, LTD.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to George Albert Victor Narraway, 35, Queen Victoria st., liquidator.

STREKFOUNTAIN GOLD ESTATES, LTD.—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Sidney Harry Johnson, 4, London wall bldg. Ashurst & Co, Throgmorton av., solers for liquidator.

SUNGLI JOSE RUBBER CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 8, to send their names and addresses, and the particulars of their debts or claims, to J. Alfred S. Hassal, 6, Lord st., Liverpool, liquidator.

London Gazette.—TUESDAY, AUG. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHESTERMAN RUBBER, LTD.—Creditors are required, on or before Oct 11, to send their names and addresses, and particulars of their debts or claims, to William Henry Salmon, 133-136, High Holborn. Payne, Budge row, solers to liquidator.

FOLEY & CO, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to G. F. Ridgway, Cogan House, Bowlsley in, Hull, liquidator.

GROSVENOR CORSET MANUFACTURING CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Glover, 70, Commercial rd., Portsmouth. Blake & Co, Portsmouth, solers for liquidator.

JOHN CRAGG, LTD.—Petition for winding up, presented Aug 26, directed to be heard at Birmingham, Sept 10, at 10.30. Moore-Bayley & Co, Birmingham, solers for petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Sept 9.

KINETIC SWANTON CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 9, to send their names and addresses to Charles William Page, 13, Silver st., Lincoln, liquidator.

PHOTOFILM, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to Joseph Power, 1, St. Giles sq., Northampton, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, AUG. 27.

GLASGOW SYNDICATE, LTD.

KELSTAN EXPLORATION SYNDICATE, LTD.

INDIA AND EASTERN TRADING CO, LTD.

PANTAN 3 EDICATE, LTD.

HAYATA INVESTMENT SYNDICATE, LTD.

LAWN HILL SYNDICATE, LTD.

AMERICAN HIGH-CLASS ROLLER SKATING (MIDLANDS) CO, LTD.

UPPER THAMES CARREYING AND TOWING CO, LTD.

LLANFELLIN TEMPERANCE HOTEL CO, LTD.

CHARTERLAND GOLDFIELDS, LTD (RECONSTRUCTION).

W. R. KALBY, LTD.

WHILSON ESTATEMENTS SYNDICATE, LTD.

TURNER & CO, LTD.

KANCHATEKA SYNDICATE, LTD.

BORDER COUNTIES AGRICULTURAL ASSOCIATION, LTD.

"CLAYDON" STEAMSHIP, LTD.

ELECTRICAL SHOWS CO, LTD.

WILSON MANUFACTURING CO, LTD.

London Gazette.—TUESDAY, AUG. 31.

C. M. SYNDICATE, LTD.

WARMLEY COLLIERIES, LTD.

INCH SHIPPING CO, LTD.

STREKFOUNTAIN GOLD ESTATES, LTD (RECONSTRUCTION).

WEST CANADIAN ALLUVIALS, LTD.

PATENTS AND MACHINE IMPROVEMENTS CO, LTD.

HULME PRINTING CO, LTD.

W. B. STARK & CO, LTD.

LAWSON SYNDICATE, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, AUG. 31.

ATTEWELL, GEORGE, Accrs, Gold Coast, West Africa, Government Servant Sept 21
Sibly v Atwell, Neville, J. Bartlett, Bush in

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 27.

BATE, ALICE, Bolton Oct 1 Dowling & Co, Bolton

BATHSON, SUSAN JANE, Burton in Lonsdale, York Oct 9 Johnson & Tilley, Lancaster
BROCKLEHURST, SARAH ANN, and GEORGE FREDERICK SWINDELLS, Buxton, Derby Sep 30
Taylor, Buxton

BROWN, JAMES, Sutton St James, Lincoln, Carpenter Sep 28 Mossop & Mossop,
Holbeach

BROWN, RICHARD THOMPSON, Carlton Scroop, Lincoln Sep 30 Franks, Newark

BURGESS, FREDERICK THOMAS, Ilfracombe Oct 7 Kerby, Adam st, Adelphi

CLIFFE, EDGAR, Twickenham Oct 8 Ward & Co, King st, Cheapside

COLLIER, BARTLY MOORE, Charleville rd, West Kensington Oct 1 Harris & Son, St
Helen's

COOE, ELLEN ELIZABETH, Alstone, Cheltenham Oct 1 Titchmarsh & Co, Cheltenham

CRONIN, THOMAS BREADSTONE, Breadstone, nr Berkeley Oct 23 Jackman, Chandoz st,
Charing Cross

EDWARDS, THOMAS, Blaenau Ffestiniog, Merioneth Oct 1 Jones & Davies, Blaenau
Ffestiniog

ELLIOT, DAME GERTRUDE MARY, Ennismore gdns, 8 Kensington Sep 14 Foadgate &
Co, Craig's ct

ELLIOT, Major General Sir ALEXANDER JAMES HARDY, KCB, Ennismore gdns, Ken-
sington Sep 14 Foadgate & Co, Craig's ct

EVANS, WILLIAM, Compton rd, Cradley Heath, Engine Driver Sep 20 Hooper & Fair-
bairn, Dudley

GIBSON, ELIZABETH ANNE, Clifton, Bristol Sep 15 Humphys & Symonds, Hereford

GILBERT, JOSEPH, Stapenhill, Derby Sep 27 Drewry & Newbold, Burton upon Trent

HARRIS, JOSEPH, Bovey Tracey, Devon Oct 1 Harris & Sons, St Helen's pl

HEWITSON, BENJAMIN, King's Lynn, Slate Merchant Sep 29 Parsons & Carr, King's
Lynn

HEWITT, WILLIAM, Weston super Mare Sep 30 James & Snow, Exeter

HINDLE, THOMAS, Accrington, Timber Merchant Sep 25 Whitaker, Accrington

JONES, MARGARET, Hereford Oct 11 W H & F Collins, Ross

JOPPING, CHARLOTTE, Durham Sep 24 Hargreaves & Joblin, Durham

LING, THOMAS PRATT, Dorking, Surrey, Tea Merchant Oct 11 Neve & Co, Lime st

MACKARNES, RONALD GEORGE CAMPBELL, South Lowestoft, Schoolmaster Sep 18
Shield & Mackarnes, Petersfield

MARTIN, ELIZABETH, Busby pl, Camden rd Oct 9 Robinson, Great Marlborough st

NEWTON, REBECCA, Charlton on Medlock, Manchester Sep 30 Hopkins, Chesterfield

PINDER, REBECCA, Chesterfield Oct 9 Gratton, Chesterfield

RICHARDSON, GEORGE DAVIS, Bolton, Cooper Oct 1 Dowling & Co, Bolton

ROBINSON, ELIZA, Cheltenham Sep 14 Brydges & Co, Cheltenham

ROBINSON, JANE, Accrington Sep 25 Whitaker, Accrington

ROBINSON, WILLIAMSON, Accrington, Tripe Dresser Sep 25 Whitaker, Accrington

SUMNER, ISAAC, Birmingham Sep 27 Bottley & Sharp, Birmingham

STEPHENS, JOHN, Cape Town, Cape of Good Hope, Bricklayer Sep 10 Kenrick, Ruabon

TOOTHILL, JAMES, Wilsden, York, Contractor Nov 19 Wright & Co, Bradford

TWEDDELL, JOHN, Weston super Mare Sep 25 Arnott & Co, Newcastle upon Tyne

WADDINGTON, BOOTH, Wingerworth, Derby, Stone Merchant Oct 9 Gratton,
Chesterfield

WADE, WILLIAM, Felixstowe Oct 26 Lawrence & Co, Old Jewry chmbrs

WALKER, JAMES, Moseley, Worcester, Merchant Sep 29 Redfern & Co, Birmingham

WARDLE, THOMAS, Sutton, Macclesfield Sep 27 Hall & Co, Manchester

WATTS, SOPHIA, High st, Lambeth Sep 30 Vandercorn & Co, Bush in

WILKINSON, LOUISA, Shrewsbury Oct 3 Wace, Shrewsbury

WINKLE, FREDERICK, Fenton, Stafford, Earthenware Manufacturer Sep 29 Hall & Co
Stafford

WOOLLEY, FRANCIS MARIA, Kenton, Devon June 18 Friend & Tabet, Exeter

London Gazette.—TUESDAY, AUG. 31.

ALLEYNE, CAROLINE RYECROFT, Eastbourne Sept 13 Arnold, Eastbourne
 BELL, JOHN, Biggin, York, Farmer Sept 30 Perkins & Perkins, Sherburn in Elmet, South
 Milford
 BLAIR, THOMAS, Healding, Leeds Oct 9 Denison, Leeds
 BOTTOMLEY, HANNAH, Greenland, York Oct 9 Garsed, Eiland
 BROOKING, ANNA PARSONS, Weston super Mare Oct 9 Needham & Co, Bloomsbury sq
 BUCKINGHAM, JOHN, Sunningdale, Berks Oct 16 Loughborough & Co, Austin Friars
 CHANFIELD, ELLER, Gifford, Cambridge Sept 29 Symonds Cambridge
 CUTBERRY, HENRY, Wick rd, Homerton, Licensed Victualler Sept 30 Eves, Mark in
 DALLOWAY, ELIZABETH, Stourbridge Sept 14 Collis, Stourbridge
 GAUTHORPE, ELIZABETH, Birkdale, Southport Sept 30 Laycock, Altrincham
 GRE, HENRY, Grove Fold, Roanley, Chester Sept 6 Smith & Sons, Hyde, Chester
 HULETT, CHARLES THOMAS, Willenhall, Staffs, Licensed Victualler Sept 29 Reed &
 Reed, Bridgwater
 HUMPHRIES, BENJAMIN, Wellow, Somerset Oct 30 Adam & Co, Bath
 JACKSON, MARIA JANE, Scarborough Oct 12 Turnbull & Sons, Scarborough
 JOHNSON, CAROLINE ELIZABETH, Longley, Huddersfield, York Oct 1 Sykes, Hudders-
 field
 KNOTT, THOMAS HENRY, South grove, Highgate Sept 30 Hamp, Southampton st,
 Bloomsbury
 LEWIS, ARTHUR GRIFFITH POYER, Llandaff, Glam Oct 4 Hunt & Hunt, Cardiff
 MASHITER, REV ROBERT, Hurstpierpoint, Sussex Oct 8 Ramsden & Co, Grace-
 church st

MATTHEWS, WILLIAM JOHN, Wedmore gdns, Upper Holloway Sept 21 Tatham & Co,
 Queen Victoria st
 MAXWELL, RICHARD, Oxford gdns, Kensington Sept 29 Double & Sons, Fore at
 MONCUR, DAVID, Old Trafford, Manchester Oct 9 Lloyd & Davies, Manchester
 MURRAY, ROSA RAYMOND, Wilton pl, Knightsbridge Oct 1 Loting & Cardinall, Maid-
 head
 OFFORD, FREDERICK ANDREW, West Ham, Essex Sept 29 Jones, Temple chmbrs,
 Temple av
 PHIPPS, JOSEPH, Green st, Bethnal Green, Timber Merchant Sept 29 Double & Sons,
 Fore at
 ROBERTS, JUDITH VIOLET, Southport, Lancashire Oct 13 Williams, Southport
 SHAW, SQUIRE FLINT, Marsden, nr Huddersfield, Licensed Victualler Oct 1 Sykes
 Huddersfield
 SIMMONS, DORA REBECCA, Eastbourne Oct 9 Vandercorn & Co, Bush in
 SMITH, SELINA, Gladstone rd, Acton Sept 27 Davidson, Bank bldg, Acton
 STEWART, ROBERT, Gateshead, Durham Oct 9 Lambert & Lambert, Gateshead
 TODD, GAVIN THOMAS, Exmouth Sept 21 Lucas & Co, Liverpool
 TRAUB, EDITH, Lancing, Sussex Sept 13 Green & Charles, Worthing
 VILES, CHARLES FREDERICK, Old Trafford, Lancs, Commercial Traveller Sept 30
 Chester & Sons, Manchester
 WEST, EDITH IANNE, Bennett pk, Blackheath Sept 30 Hubbard & Co, Cannon st
 WILLIAMS, ELIZABETH, Cheltenham Sept 30 Jessop & Son, Cheltenham
 WRIGHT, ANNIE, Combes Bay, Anglessea Sept 28 Winders, Bolton

Bankruptcy Notices.

London Gazette.—FRIDAY, AUG. 27.

RECEIVING ORDERS.

BAINBRIDGE, JOSEPH WILLIAM, Nottingham, Licensed Vic-
 tualler Nottingham Pet Aug 25 Ord Aug 25
 BATE, THOMAS FREDERICK, Wylshire, nr Blackburn, Fire-
 lighter Manufacturer Blackburn Pet July 29 Ord
 Aug 24
 BELL, WILLIAM, & Co, Newcastle on Tyne, Coal Exporters
 Newcastle on Tyne Pet Aug 11 Ord Aug 24
 BIRKETT, WILLIAM, Southampton row, Bloomsbury High
 Court Pet July 29 Ord Aug 23
 BRYANT, THOMAS HENRY, Plymouth, Hotel Manager Ply-
 mouth Pet Aug 7 Ord Aug 23
 BUDDEN, FREDERICK, Lytchett Minster, Dorset, Haulier
 Poole Pet Aug 25 Ord Aug 25
 BUDDEN, ROBERT WILLIAM, Sheffield, Manager Sheffield
 Pet Aug 25 Ord Aug 25
 BUTLER, P E, Hill st, Knightsbridge High Court Pet
 June 18 Ord Aug 23
 CANTREW, JOHN KEMP, Exeter, Merchant Exeter Pet
 Aug 25 Ord Aug 25
 CHATBURN, JOHN, Barnoldby le Beck, nr Great Grimsby,
 Builder Great Grimsby Pet Aug 21 Ord Aug 20
 COX, REGINALD, and HERBERT COX, Boscombe, Bourne-
 mouth, Builders Poole Pet Aug 25 Ord Aug 25
 DANIELS, HENRY, Hackney, Butcher High Court Pet Aug
 24 Ord Aug 24
 DAVENPORT, ERNEST, Biddulph, Stafford, Painter Maccles-
 field Pet Aug 23 Ord Aug 23
 DUBBIN, JOSEPH WILLIAM, Bristol, Butcher Bristol Pet
 Aug 23 Ord Aug 23
 EDMONDS, HIRAN, Dorchester, Tailor Dorchester Pet Aug
 24 Ord Aug 24
 ENGLISH, CHARLES, Aylburton, nr Lydney, Glos, Haulier
 Newport, Mon Pet Aug 23 Ord Aug 23
 ESKINE, GEORGE HUNTER, Newcastle on Tyne, Designer
 Newcastle on Tyne Pet Aug 23 Ord Aug 23
 GODFREY, EDWIN TOM, Bristol, Boot Dealer Bristol Pet
 Aug 24 Ord Aug 24
 JONES, HUGH, Beddgelert, Carnarvon, Butcher Portmadoc
 Pet Aug 24 Ord Aug 24
 KIRBY, WILLIAM, Birmingham, Grocer Birmingham Pet
 Aug 25 Ord Aug 25
 KNOWLES, A G, Walthamstow, Provision Merchant High
 Court Pet July 30 Ord Aug 25
 LEVER, REUBEN, Hillsboro rd, E Dulwich, Tailor High
 Court Pet Aug 24 Ord Aug 24
 LIDLE, JOHN FREDERICK, Walworth rd, Baker High Court
 Pet Aug 25 Ord Aug 25
 LLOYD, TREVOR FITZROY, Crown Office row, Temple, Bar-
 rister High Court Pet June 4 Ord Aug 25
 MALLETT, THOMAS HENRY, Merthyr Tydfil, Collier
 Merthyr Tydfil Pet Aug 23 Ord Aug 23
 MARSHALL, JOHN, Lowdham, Notts, Box Manufacturer
 Nottingham Pet July 24 Ord Aug 20
 MARTIN, WILSON HENRY, Bowness on Windermere, West-
 morland, Fruiterer Kendal Pet Aug 24 Ord Aug 24

MUMFORD, JAMES, Middlesex st, Hay Merchant High Court
 Pet June 7 Ord Aug 25
 NAINSH, CHARLES, Ilchester gdns, Bayswater, Solicitor High
 Court Pet July 30 Ord Aug 25
 NEWMAN, JESSE, Rugby, Fruiterer Coventry Pet Aug 23
 Ord Aug 23
 OWEN, ROBERT RANDERSON, Henley on Thames, Hotel Pro-
 prietor Reading Pet Aug 3 Ord Aug 25
 PARRY, DANIEL, Bristol, Publisher's Agent Bristol Pet
 Aug 24 Ord Aug 24
 PEACOCK, EDWARD, Sheffield, Stone Mason Belford Pet
 Aug 24 Ord Aug 24
 PRINCE, FREDERICK, Cardiff, Tailor Cardiff Pet Aug 23
 Ord Aug 23
 PROCTOR, FRED, Cheltenham, Licensed Victualler Chelten-
 ham Pet Aug 23 Ord Aug 23
 PYMAN, ERNEST BLANCHARD, West Hartlepool, Motor
 Dealer Sunderland Pet Aug 21 Ord Aug 21
 RAMSON, MORRISON BALDWIN, Little Ditton, Surrey, Job-
 master Kingston, Surrey Pet Aug 24 Ord Aug 24
 REED, JOHN WILLIAM, Gravesend, Kent, Slate Merchant
 Rochester Pet Aug 24 Ord Aug 24
 ROWE, WILLIAM WAYMOUTH, Seven Sisters rd, Builder
 High Court Pet Aug 24 Ord Aug 24
 SMART, ALFRED, Halby, nr Doncaster, Bricklayer Sheffield
 Pet Aug 23 Ord Aug 23
 SOMERKH, M J, & Co, Manchester, Shipping Merchants
 Manchester Pet Aug 5 Ord Aug 25
 TOTTMAN, HENRY LEWIS, Burham, Kent, Grocer Rochester
 Pet Aug 24 Ord Aug 24
 TRUDDILL, FREDERICK, East Smithfield, Licensed Victualler
 High Court Pet Aug 25 Ord Aug 25
 VENS, SIDNEY JONES, Tiverton, Devon, Boot Maker Exeter
 Pet Aug 25 Ord Aug 25
 VOICE, HANNIBAL JOHN, Dudley, Maltster Dudley Pet
 Aug 25 Ord Aug 25
 WALLER, W H, Manchester Manchester Pet June 8 Ord
 Aug 25
 WHITE, FREDERICK, Shapwick, Dorset, Dairy Manager
 Poole Pet Aug 23 Ord Aug 23
 WOODS, JOHN THOMAS, Croft, nr Wainfleet, Lincs Boston
 Pet Aug 23 Ord Aug 23
 YEMM, ALFRED, Cogran, Glam, Boot Dealer Cardiff Pet
 Aug 23 Ord Aug 23

FIRST MEETINGS.

BIRKETT, WILLIAM, Southampton row, Bloomsbury Sept
 6 at 12 Bankruptcy bldg, Carey st
 BUDDEN, FREDERICK, Lytchett Minster, Dorset, Haulier
 Sept 6 at 2 100, High st, Poole
 BUTLER, P E, Hill st, Knightsbridge Sept 7 at 12 Bank-
 rupty bldg, Carey st
 CANTREW, CLIFFORD, Windhill, Yorks, Egg Merchant
 Sept 4 at 11 Off Rec, 12, Duke st, Bradford
 CHATBURN, JOHN, Barnoldby le Beck, nr Gt Grimsby,
 Builder Sept 6 at 11 Off Rec, St Mary's chmbrs, Gt
 Grimsby
 COX, REGINALD, and HERBERT COX, Boscombe, Bourne-
 mouth, Builders Sept 6 at 3 30 Arcade chmbrs,
 Bournemouth
 CUTTS, HERBERT, Wolverhampton, Draper Sept 8 at 11 30
 Off Rec, Wolverhampton

DANIELS, HENRY, Well st, Hackney, Butcher Sept 9 at 11
 Bankruptcy bldg, Carey st
 ESKINE, GEORGE HUNTER, Newcastle on Tyne, Designer
 Sept 4 at 11 Off Rec, 33, Mosley st, Newcastle on Tyne
 FOSTER, JOHN FREDERICK BARTLETT, King's Lynn, Nor-
 folk, Tobaccoist Sept 6 at 1 Off Rec, 8, King st,
 Norwich
 JAMES, ERNEST EDWARD, Brithdir, Glam, General Dealer
 Sept 6 at 10 30 Off Rec, County Court, Townhall,
 Merthyr Tydfil
 JOHNSTONE, JOHN CHARLES, Walsall, Painter Sept 8 at 12
 Off Rec, Wolverhampton
 KNOWLES, A G, Walthamstow, Provision Merchant Sept
 8 at 11 Bankruptcy bldg, Carey st
 LEVER, REUBEN, Hillsboro rd, E Dulwich, Tailor Sept 7 at
 1 Bankruptcy bldg, Carey st
 LIDLE, JOHN FREDERICK, Walworth rd, Baker Sept 8 at 1
 Bankruptcy bldg, Carey st
 LITTLEWOOD, EDGAR ALBERT, Great Yarmouth, Manager
 Sept 6 at 12 30 Off Rec, 8, King st, Norwich
 LLOYD, TREVOR FITZROY, Crown Office row, Temple, Bar-
 rister Sept 8 at 12 Bankruptcy bldg, Carey st
 MALLETT, THOMAS HENRY, Merthyr Tydfil, Collier Sept 6
 at 11 30 Off Rec, County Court, Townhall, Merthyr
 Tydfil
 MARSDEN, PERCY HAGUE, Pateley Bridge, Yorks, Hair-
 dresser Sept 4 at 11 Off Rec, County chmbrs, Albert
 rd, Middlesbrough
 MASTERS, FREDERICK JOHN, Wickhambreau, Kent,
 Wheelwright Sept 4 at 10 Off Rec, 68A, Castle st,
 Canterbury
 MUMFORD, JAMES, Middlesex st, Hay Merchant Sept 9 at 1
 Bankruptcy bldg, Carey st
 NAINSH, CHARLES, Ilchester gdns, Bayswater, Solicitor Sept
 10 at 11 Bankruptcy bldg, Carey st
 PAGE, CHARLES WILLIAM, Hartlepool, Painter Sept 7 at 3
 Off Rec, 3, Manor pl, Sunderland
 RAMSON, MORRISON BALDWIN, Long Ditton, Surrey, Job-
 master Sept 6 at 11 30 135, York rd, Westminster
 Bridge
 RITCHIE, JOHN THOMAS, Southport, Commission Agent
 Sept 6 at 2 30 Off Rec, 35, Victoria st, Liverpool
 ROGERS, WILLIAM, Ferndale, Glam, Engine Driver Sept 6
 at 2 30 Off Rec, Post Office chmbrs, Taff st, Ponty-
 pridd
 ROWE, WILLIAM WAYMOUTH, Seven Sisters rd, Builder
 Sept 6 at 12 Bankruptcy bldg, Carey st
 TAYLOR, CHARLES HENRY, Liveredge, York, Colliery
 Proprietor Sept 6 at 11 Off Rec, Bank chmbrs, Cor-
 poration st, Dewsbury
 TRUDDILL, FREDERICK, East Smithfield, Licensed Victualler
 Sept 8 at 12 Bankruptcy bldg, Carey st
 WHITE, EDWIN GEORGE, Long Stratton, Norfolk, Wool
 Merchant Sept 7 at 12 15 Off Rec, 33, Princes st,
 Ipswich
 WHITE, FREDERICK, Shapwick, Dorset, Dairy Manager
 Sept 4 at 11 Off Rec, Midland Bank chmbrs, High st,
 Southampton

ADJUDICATIONS.

BAINBRIDGE, JOSEPH WILLIAM, Nottingham, Licensed
 Victualler Nottingham Pet Aug 25 Ord Aug 25

THE LICENSERS INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.
 ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter sessions have been conducted under the
 direction and supervision of the Corporation.

X

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent
 on application.

BRAGO, HARRY, Kingfield, Surrey, Baker Guildford Pet July 23 Ord Aug 31
BROWN, WILLIAM, WILLIAM PERCY (BROWN, GEORGE ALBERT BROWN, FRANK ORILL BROWN, and CHARLES EVELYN BROWN, Salford, Lancs, Builders Salford Pet Aug 20 Ord Aug 25
BURDES, FREDERICK, Lytchett Minster, Dorset, Haulier Poole Pet Aug 25 Ord Aug 25
BURDES, ROBERT WILLIAM, Sheffield Sheffield Pet Aug 25 Ord Aug 25
CANTREW, JOHN KEMP, Exeter, Merchant Exeter Pet Aug 25 Ord Aug 25
CHAPMAN, JOHN SPENCER and FRANK CHAPMAN, Southampton, Bloomsbury, Solicitors High Court Pet June 10 Ord Aug 20
CHATHAM, JOHN, Bartolby Is Beck, nr Great Grimsby, Builder Great Grimsby Pet Aug 20 Ord Aug 20
CLIPPINGDAL, GEORGE HENRY, Trinity sq, Tower Hill, Lighterman High Court Pet July 26 Ord Aug 20
COWARD, DYSON, Barrow in Furness, Grocer Barrow in Furness Ord Aug 23
COX, REGINALD, and HERBERT COX, Boscombe, Bournemouth, Builders Poole Pet Aug 25 Ord Aug 25
DARRELL, HENRY, Well st, Hackney, Butcher High Court Pet Aug 24 Ord Aug 25
DAVENPORT, ERNEST, Biddulph, Stafford, Painter Macclesfield Pet Aug 23 Ord Aug 23
DUBBIN, JOSEPH WILLIAM, Bristol, Butcher Bristol Pet Aug 23 Ord Aug 23
EDMONDS, HIRAM, Dorchester, Tailor Dorchester Pet Aug 24 Ord Aug 24
ENGLISH, CHARLES, Aylburton, nr Lydney, Glos, Haulier Newport, Mon Pet Aug 23 Ord Aug 23
GODFART, EDWIN TOM, Bristol, Boot Dealer Bristol Pet Aug 24 Ord Aug 24
IDRIS, JOHN, Upper Gloucester pl, Baker st High Court Pet Aug 6 Ord Aug 20
IFOULD, ERNEST JOHN DAW, Bracknell, Berks, Butcher Windsor Pet July 15 Ord Aug 25
JONES, HUGH, Reddegar, Carnarvon, Butcher Portmadoc Pet Aug 24 Ord Aug 24
LEVENSBERG, ABRAHAM, Beaumont sq, Stepney, Milk Contractor High Court Pet Nov 23 Ord Aug 21
LEVENS, REUBEN, Hillsboro rd, E Dulwich, Tailor High Court Pet Aug 24 Ord Aug 24
MALLET, THOMAS HENRY, Merthyr Tydfil, Collier Merthyr Tydfil Pet Aug 23 Ord Aug 23
MARTIN, WILSON HENRY, Bownes on Windermere, West morland, Fruiterer Kendal Pet Aug 24 Ord Aug 24
MILCH, DAVID, Walm in, Cricklewood, Commercial Traveller High Court Pet June 23 Ord Aug 21
NEWMAN, JAMES, Rugby, Fruiterer Coventry Pet Aug 23 Ord Aug 23
PRACOCK, EDWARD, Biggleswade, Beds, Stone Mason Bedford Pet Aug 24 Ord Aug 24
PRINCE, FREDERICK, Cardiff, Tailor Cardiff Pet Aug 23 Ord Aug 23
PROCTOR, FRED, Cheltenham, Licensed Victualler Cheltenham Pet Aug 23 Ord Aug 23
PRYAN, ERNEST, Walsall, West Hartlepool, Motor Dealer Sunderland Pet Aug 21 Ord Aug 21
RANSON, MORRISON BALDWIN, Long Ditton, Surrey, Jobmaster Kingston, Surrey Pet Aug 24 Ord Aug 24
REED, JOHN WILLIAM, Gravesend, Slate Merchant Rochester Pet Aug 24 Ord Aug 24
SHINALKOFF, HYMAN ABRAHAM, Station bldgs, South Kensington, Trunk Maker High Court Pet July 15 Ord Aug 23
SMART, ALFRED, Balby, nr Doncaster, Bricklayer Sheffield Pet Aug 23 Ord Aug 23
STEELE, JOSEPH, Manchester, Manufacturer of Coloured Goods Manchester Pet July 27 Ord Aug 23
TEDDILL, FREDERICK, Upper East Smithfield, Licensed Victualler High Court Pet Aug 25 Ord Aug 25
VENN, SIDNEY JAMES, Tiverton, Devon, Boot Maker Exeter Pet Aug 25 Ord Aug 25
VOYCE, HARRISON, John, Dudley, Malster Dudley Pet Aug 25 Ord Aug 25
WHITE, FREDERICK, Shapwick, Dorset, Dairy Manager Poole Pet Aug 28 Ord Aug 23
WOODS, JOHN THOMAS, Croft, nr Wainfleet, Lincs Boston Pet Aug 23 Ord Aug 23
YENK, ALFRED, Caerul, Glam, Boot Dealer Cardiff Pet Aug 23 Ord Aug 23

ADJUDICATIONS ANNULLED.

HOLTBY, JOHN THOMAS, Coton in the Elms, Derby, Farmer Burton on Trent Adjud Dec 13, 1908 Annul Aug 11, 1909
MALTY, RICHARD ALEXANDER, Langthorpe, Boroughbridge, Yorks, Carman Nottingham Adjud Dec 3, 1908 Annul Aug 19, 1909

London Gazette.—TUESDAY, Aug. 31.

RECEIVING ORDERS.

BEDFORD, BRUCE HENRY ALBERT, Kingdown av, West Ealing, Builder Brentford Pet Aug 26 Ord Aug 26
BELLAMY, THOMAS ALLEN, Alford, Lincs, Stationer Boston Pet Aug 27 Ord Aug 27
COULTER, FREDERICK, Wingham, Kent, Butcher Canterbury Pet Aug 27 Ord Aug 27
DAY, FREDERICK WILLIAM, Luton, Bedford, Blocker Luton Pet Aug 28 Ord Aug 28
DEARLEY, FRANK, York York Pet Aug 28 Ord Aug 28
HARRISON, WILLIAM, West Bowling, Bradford, Builder Bradford Pet Aug 12 Ord Aug 24
HILL, THOMAS ARTHUR, Market Drayton, Tobaccoist Nantwich Pet Aug 26 Ord Aug 26
HILLER, W E, Gossett st, Bethnal Green, Carman High Court Pet July 30 Ord Aug 27
HISCOCK, BERT, Tredegar, Mon, Boot Dealer Tredegar Pet July 31 Ord Aug 25
HORTON, ALBERT, Fendleton, Lancs, Warehouseman Salford Pet Aug 27 Ord Aug 27
HUDGELL, WILLIAM, Bacton, Suffolk, Harness Maker Bury St Edmunds Pet Aug 27 Ord Aug 27

IRWIN, JOHN, Cornsby Colliery, Durham, Miner Durham Pet Aug 26 Ord Aug 26
JOWETT, JOHN WILLIAM, Liverpool, Schoolmaster Liverpool Pet Aug 27 Ord Aug 27
LANGBURY, ROBERT JEFFREY, Middlesbrough, Labourer Middlesbrough Pet Aug 25 Ord Aug 25
LUXFORD, ROBERT, Upperton, Tillington, Petworth, Sussex, Licensed Victualler Brighton Pet Aug 27 Ord Aug 27
MEAD, RICHARD JAMES, Little Thurtrock, Essex, Builder Chelmsford Pet Aug 26 Ord Aug 26
PARTIDGE, EDWIN, Pontypool Mon, Baker Newport, Mon Pet Aug 27 Ord Aug 27
PEDDER, PRECY JAMES, Caledonian rd, Islington, Leather Seller High Court Pet Aug 26 Ord Aug 26
REE, PERCY RICHARD, Keighley, Yorks, Cycle Agent Bradford Pet Aug 27 Ord Aug 27
SEATH, G F, Kingston upon Hull, Timber Agent Kingston upon Hull Pet July 19 Ord Aug 27
SPENCER, THOMAS, Burnley, Boot Dealer Burnley Pet Aug 6 Ord Aug 27
SUTTON, ALBERT, Leicester, Boot Manufacturer Leicester Pet April 30 Ord Aug 27
TINHO, WILLIAM HERBERT, Whitehaven, Cumberland, Wholesale Fish Merchant Whitehaven Pet Aug 25 Ord Aug 25
WALDRON, WILLIAM MOSES, Victoria rd, Stroud Green, Farmer Warwick Pet Aug 27 Ord Aug 27
WILSON, JOSHUA, Scarborough, Timber Merchant Scarborough Pet Aug 28 Ord Aug 28

Amended Notice substituted for that published in the London Gazette of Aug 20:

HAMER, JOHN, WILLIAM HERBERT HAMER, and PERCY HAMER Swinton, Lancs, Joiners and Builders Salford Pet July 29 Ord Aug 16

FIRST MEETINGS.

BEDFORD, BRUCE HENRY ALBERT, Kingdown av, West Ealing, Builder Sept 14 at 12 14, Bedford row
BELL, WILLIAM, & Co, Newcastle on Tyne, Coal Exporters Sept 8 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
BELLAMY, THOMAS ALLEN, Alford, Lincs, Stationer Sept 13 at 12.15 Off Rec, 4 and 6, West st, Boston
BROWN, WILLIAM, WILLIAM PERCY BROWN, GEORGE ALBERT BROWN, FRANK ORILL BROWN, and CHARLES EVELYN BROWN, Salford, Lancs, Builders Sept 8 at 2.30 Off Rec, Byrom st, Manchester
CANTREW, JOHN KEMP, Exeter, Merchant Sept 16 at 10.30 Off Rec, 9, Bedford circus Exeter
CORRY, MARGARET FRANCES, Worthing Sept 10 at 12 14 Bedford row
DAVENPORT, ERNEST, Biddulph, Staffs, Painter Sept 8 at 10.30 Off Rec, 23, King Edward st, Macclesfield
DEARLEY, FRANK, York Sept 10 at 3 The Red House, Duncombe pl, York
DUBBIN, JOSEPH WILLIAM, Bristol, Butcher Sept 8 at 11.45 Off Rec, 26, Baldwin st, Bristol
EDMONDS, HIRAM, Dorchester, Dorset, Tailor Sept 8 at 12.45 Off Rec, City chambers, Catherine st, Salisbury
GODFREY, EDWIN TOM, Bristol, Boot Dealer Sept 8 at 12.15 Off Rec, 26, Baldwin st, Bristol
HALL, M A, CAROLINE, Buckfastleigh, Devon Sept 9 at 3.15 7, Buckland ter, Plymouth
HAMER, JOHN, and WILLIAM HERBERT HAMER, and PERCY HAMER, Swinton, Lancs, Joiners Sept 8 at 11 Off Rec, Byrom st, Manchester
HARRISON, WILLIAM, West Bowling, Bradford, Builder Sept 10 at 11 Off Rec, 12, Duke st, Bradford
HINDS, LESLIE, Northwick ter, Malda Vale Sept 16 at 10.30 Off Rec, 9, Bedford circus, Exeter
HILL, THOMAS ARTHUR, Market Drayton, Tobaccoist Sept 8 at 11.30 Off Rec, King st, Newcastle, Staffs
HILLER, W E, Gossett st, Bethnal Green, Carman Sept 10 at 1 Bankruptcy bldgs, Carey st
HUDGELL, WILLIAM, Bacton, Suffolk, Harness Maker Sept 8 at 2 Off Rec, 36, Princes st, Ipswich
HUSSELL, JAMES, Birmingham, Tobaccoist Sept 9 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
JAMES, DAVID, Postardials, Glam, Engineman Sept 8 at 11.30 Off Rec, Government bldgs, St Mary's st, Swansea
PARRY, DANIEL, Bishopston, Bristol, Publisher's Agent Sept 8 at 12 Off Rec, 26, Baldwin st, Bristol
PRACOCK, EDWARD, Bedford, Beds, Stone Mason Sept 8 at 12 Off Rec, Bridge st, Northampton
PEDDER, PRECY JAMES, Caledonian rd, Islington, Leather Seller Sept 10 at 12 Bankruptcy bldgs, Carey st

REED, JOHN WILLIAM, Gravesend, Slate Merchant Sept 8 at 12 115, High st, Rochester
ROE, PERCY RICHARD, Keighley, Cycle Agent Sept 9 at 11 Off Rec, 12, Duke st, Bradford
SMART, ALFRED, Balby, nr Doncaster, Bricklayer Sept 8 at 12 Off Rec, Figgies ln, Sheffield
SMITH, GEORGE, Birmingham, Coachbuilder Sept 9 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham
STOCKEY, GEORGE WYATT, Clevedon, Somerset, Stationer Sept 8 at 11.30 Off Rec, 26, Baldwin st, Bristol
THOMAS, CHARLES, Birmingham, Metal Manufacturer Sept 9 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
TIDDY, WILLIAM, Folkestone, Photographer Sept 9 at 9 Off Rec, 68A, Castle st, Canterbury
TOTTMAN, HENRY LEWIS, Burham, Kent, Grocer Sept 8 at 11.30 115, High st, Rochester
VENN, SIDNEY JAMES, Tiverton, Devon, Boot Maker Sept 16 at 10.30 Off Rec, 9, Bedford circus, Exeter
WILLIAMS, EVAN, Harlech, Merioneth, Contractor Sept 10 at 12 Crypt chmbrs, Eastgate row, Chester
WOLFRON, JACOB, Birmingham, Dealer in Gas Fittings Sept 13 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
WOODS, JOHN THOMAS, Croft, nr Wainfleet, Lincs, Cottager Sept 14 at 12 Off Rec, 4 and 6, West st, Boston

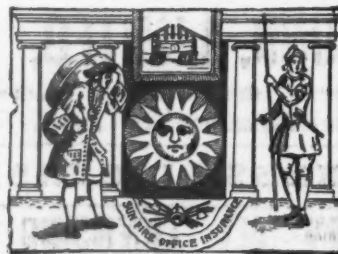
Amended Notice substituted for that published in the London Gazette of Aug 20:

BROWN, MATTHEW, Newtown, Glynneath, Glam, Collier Sept 8 at 11 Off Rec, Government bldgs, St Mary st, Swansea

ADJUDICATIONS.

BELLAMY, THOMAS ALLEN, Alford, Lincs, Stationer Boston Pet Aug 27 Ord Aug 27
BUTLER, PHILIP EMMETT, Hill st, Knightsbridge High Court Pet June 18 Ord Aug 26
COULTER, FREDERICK, Wingham, Kent, Butcher Canterbury Pet Aug 27 Ord Aug 27
CUTTS, HERBERT, Wolverhampton, Draper Wolverhampton Pet Aug 17 Ord Aug 26
DAY, FREDERICK WILLIAM, Luton, Blocker Luton Pet Aug 28 Ord Aug 28
DEARLEY, FRANK, York York Pet Aug 28 Ord Aug 28
ESKINE, GEORGE HUNTER, Newcastle on Tyne, Designer Newcastle on Tyne Pet Aug 28 Ord Aug 28
HILL, THOMAS ARTHUR, Market Drayton, Tobaccoist Nantwich and Crewe Pet Aug 26 Ord Aug 26
HORTON, ALBERT, Pendleton, Lancs, Warehouseman Salford Pet Aug 27 Ord Aug 27
HUDGELL, WILLIAM, Bacton, Suffolk, Harness Maker Bury St Edmunds Pet Aug 27 Ord Aug 27
IRWIN, JOHN, Cornsby Colliery, Durham, Miner Durham Pet Aug 26 Ord Aug 26
JACOBS, LOUIS, Newcastle on Tyne, Cabinet Maker Newcastle on Tyne Pet July 22 Ord Aug 25
JOHNSTONE, JOHN CHARLES, Walsall, Painter Walsall Pet Aug 18 Ord Aug 28
JOWETT, JOHN WILLIAM, Liverpool, Schoolmaster Liverpool Pet Aug 27 Ord Aug 28
LANGBURY, ROBERT JEFFREY, Middlesbrough, York, Labourer Middlesbrough Pet Aug 25 Ord Aug 25
LIDLE, JOHN FREDERICK, Walworth rd, Baker High Court Pet Aug 25 Ord Aug 27
LYNE, JOHN WILLIAM, Fielding rd, Bedford Park, Middlesex, Actor Entertainer Brentford Pet June 28 Ord Aug 27
MEAD, RICHARD JAMES, Little Thurtrock, Essex, Builder Chelmsford Pet Aug 26 Ord Aug 26
OWEN, ROBERT RANDERSON, Henley on Thames, Hotel Proprietor Reading Pet Aug 3 Ord Aug 27
PARRY, DANIEL, Bishopston, Bristol, Publisher's Agent Bristol Pet Aug 24 Ord Aug 26
PARTIDGE, EDWIN, Pontypool Mon, Baker Newport, Mon Pet Aug 27 Ord Aug 27
PEDDER, PRECY JAMES, Caledonian rd, Islington, Leather Seller High Court Pet Aug 26 Ord Aug 26
ROE, PERCY RICHARD, Keighley, York, Cycle Agent Bradford Pet Aug 27 Ord Aug 27
SUTTON, ALBERT, Leicester, Boot Manufacturer Leicester Pet April 30 Ord Aug 28
TINHO, WILLIAM HERBERT, Whitehaven, Cumberland, Wholesale Fish Merchant Whitehaven Pet Aug 25 Ord Aug 28
WALDRON, WILLIAM MOSES, Victoria rd, Stroud Green, Farmer Warwick Pet Aug 27 Ord Aug 27
WILSON, JOSHUA, Scarborough, Timber Merchant Scarborough Pet Aug 28 Ord Aug 28

The Oldest Insurance Office in the World.



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SUN FIRE OFFICE

FOUNDED 1710.

HEAD OFFICE:

63, THREADNEEDLE ST., E.C.

Insurances effected on the following risks:—

FIRE DAMAGE.

RESULTANT LOSS OF RENT AND PROFITS.

EMPLOYERS' LIABILITY and
 WORKMEN'S COMPENSATION,
 including ACCIDENTS TO
 DOMESTIC SERVANTS.

PERSONAL ACCIDENT,
 SICKNESS and DISEASE,
 FIDELITY GUARANTEE,
 BURGLARY.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.